

AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

This Agreement, effective as of the ____ day of _____, 20__, by and between Kingsway Community Church, hereinafter “Seller”, whose address is 5188 Cox Smith Road, Mason, Ohio 45040, and City of Mason, Ohio, hereinafter “Purchaser”, whose address is 6000 Mason-Montgomery Road, Mason, Ohio 45040.

RECITAL:

WHEREAS, Seller desires to sell and Purchaser desires to purchase certain portions and interests in the real property located at 5188 Cox Smith Road, Mason, Ohio 45040, hereinafter “Property”, more specifically described in the Dedication Plat attached hereto, under the terms and conditions set in this Agreement.

NOW, THEREFORE, in consideration of the recitals, and the mutual promises contained herein, the parties hereto hereby agree as follows:

1. Sale and Conveyance of Portions of Property.

Seller shall sell and convey to Purchaser and Purchaser shall purchase all of Seller’s right, title and interest in and to 0.2918 acres of land located on the Property, more specifically identified on the Dedication Plat attached hereto as Exhibit A and incorporated herein by reference (“Parcel 1”). Further, Seller shall sell and convey to Purchaser and Purchaser shall purchase all of Seller’s right, title and interest in and to 0.0589 acres of land located on the Property, more specifically identified on the Dedication Plat attached hereto as Exhibit A and incorporated herein by reference (“Parcel 2”). Seller shall convey title to these portions of the Property by execution of the Dedication Plat attached hereto as Exhibit A, subject only to easements and restrictions of record, which do not adversely affect Purchaser’s intended use of the Property.

2. Temporary Construction Easement

Seller shall grant and convey to Purchaser and Purchaser shall purchase a Temporary Construction Easement to exclusively occupy and use, for the work needed to complete the future Cox-Smith Road improvements (the “Easement”). Said Temporary Construction Easement shall include a 20 foot wide area along the perimeter of the property bordering and parallel to Cox Smith Road, further identified on the dedication Plat attached hereto as Exhibit A.

The duration of the Temporary Construction Easement is estimated as twelve (12) months immediately following the date on which the work described above is first commenced by Purchaser, or its duly authorized employees, agents, and contractors, or until the road improvement project is completed.

Purchaser further agrees that during the occupancy of the Temporary Construction Easement area, access will be maintained to the Property. Further, Purchase agrees that at the completion of the use of the Temporary Construction Easement, the Easement area will be

restored to its prior condition, including, but not limited to, re-grading, re-seeding, and re-installation of plants and shrubs.

3. Purchase Price.

The purchase price for Parcel 1, Parcel 2, and the Temporary Construction Easement shall be twenty four thousand seven hundred dollars and no cents (\$24,700.00) payable as follows:

(a) Upon execution of this Agreement by the parties and execution of the Dedication Plat necessary to transfer marketable title, Purchaser shall pay to Seller the entire Purchase Price by City check, cashier's check, bank check or such other form of payment as may be agreed upon by Purchaser and Seller.

4. General Provisions.

(a) Headings of paragraphs are for the convenience of reference only and shall not be construed as part of this Agreement.

(b) Purchaser warrants that it has the authority to complete this purchase and prior to execution of the Agreement adopted any and all necessary legislation.

(c) Seller warrants that it has the authority to complete this sale and that prior to execution of the Agreement complied with any and all requirements of its by-laws and/or articles of incorporation.

(d) This Agreement shall be governed in all respects by the laws of the State of Ohio.

(e) Purchaser acknowledges that Purchaser is purchasing the portions of the Property "AS IS" and without any warranty or guaranty of any type or description with respect to the condition or characteristics of the Property or any part of it.

(f) This Agreement constitutes the entire agreement between Purchaser and Seller and no other agreements or understandings shall vary the terms of this Agreement. This Agreement shall be binding upon the parties, their heirs, administrators and executors. This Agreement may not be modified except in a writing signed by both parties. This Agreement may not be assigned by any party.

The remainder of this page intentionally left blank. Signatures to follow.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

SELLER:

KINGSWAY COMMUNITY CHURCH

Print Name:

Title:

PURCHASER:

CITY OF MASON

Eric Hansen, City Manager

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED that on this ___ day of _____, 20__, before me the subscriber, a Notary Public in and for said County and State, personally came _____ of Kingsway Community Church and acknowledged the signing of the foregoing instrument, and that the same is his/her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

Notary Public
My commission expires: _____

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED that on this ___ day of _____, 2006, before me the subscriber, a Notary Public in and for said County and State, personally came Eric Hansen, Acting City Manager of City of Mason, Ohio and acknowledged the signing of the foregoing instrument, and that the same is his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

Notary Public
My commission expires: _____